

STATE OF NORTH CAROLINA

COUNTY OF WAKE

TINA COLEMAN,

Petitioner,

v.

NORTH CAROLINA DEPARTMENT  
OF JUSTICE,

Respondent.

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IN THE OFFICE OF  
ADMINISTRATIVE HEARINGS  
15 OSP 06624

PERSONNEL AGREEMENT AND  
RELEASE OF ALL CLAIMS

THIS PERSONNEL AGREEMENT AND SETTLEMENT AGREEMENT (hereinafter Settlement Agreement) is entered into and between Petitioner Tina Coleman ("Petitioner") and Respondent North Carolina Department of Justice ("Respondent");

WHEREAS, on or about August 13, 2015, Petitioner was terminated; and

WHEREAS, Petitioner filed a petition for a contested case hearing with the Office of Administrative Hearings ("OAH"); and

WHEREAS, Petitioner and Respondent have conferred in an effort to reach a mutually agreeable resolution of these matters; and

NOW, THEREFORE, in order to avoid further controversy, expense, and inconvenience, the parties have agreed upon a full and final settlement of all matters at issue and desire the settlement be memorialized in this Settlement Agreement upon the following terms and conditions:

1. Rescission of Termination, and Resignation: Petitioner agrees to retroactively resign and Respondent agrees to accept that resignation and rescind the termination. Respondent agrees to provide a neutral reference upon request.

2. No Recovery of Back Pay, Expert Fees, Attorney Fees or other benefits not specifically delineated herein: Other than in paragraph one, there will be no other relief.

3. Release: Petitioner Coleman does hereby release, forever discharge, and waive any cause of action, including any administrative claim, or claim under state and federal law, or other demand or proceeding of any kind against the Department of Justice and all past or present agents and employees of the Department, in their official and individual capacities related to and/or arising, resulting, or growing out of Petitioner's termination of employment.

4. Dismissal of Pending Petition: Petitioner shall dismiss the pending petition seeking relief. Petitioner shall not file any other legal claims seeking damages or any other relief for her termination of employment.

5. No Admission of Liability: Each party understands and agrees that this Settlement Agreement is a compromise settlement of a disputed claim and is intended to terminate any and all claims and avoid further litigation. Settlement in this matter is not to be construed as an admission of any liability by either party. Each party releases the other party from any and all liability.

6. Neutral Reference: The parties will handle issues of job reference requests by used of a neutral reference and as required to be disseminated by North Carolina General Statute 126-23(a). Further, neither party will denigrate the other to any third party.

7. Entire Agreement: This Settlement Agreement contains the entire agreement between the parties and there are no understandings, agreements, or entitlements, verbal or otherwise, regarding this settlement except as expressly set forth herein.

8. Reading of Agreement: Petitioner hereby acknowledges that she has read this Settlement Agreement, conferred with her attorney, fully understands its contents, consents to the settlement of the claim on the terms set forth herein, and does so in reliance upon her own judgment and advise of her attorney and not in reliance on any other representations or promises of the Respondent or its representatives or attorneys.

IN WITNESS WHEREOF, this Settlement Agreement and Release of All Claims is executed in duplicate originals as indicated below:

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Tina Coleman

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Grayson Kelley  
Chief Deputy Attorney General  
N.C. Department of Justice

ATTORNEYS FOR PARTIES

By \_\_\_\_\_  
J. Joy Strickland  
Counsel for DOJ  
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By \_\_\_\_\_  
Woody Webb  
Attorney for Petitioner  
NC Bar #